



Tyonek files this response as a "group" as permitted in 3 AAC 110.480(a). Tyonek has selected to respond as a group because the interests of the Native Village of Tyonek and the Tyonek Native Corporation are aligned. The Tyonek Group is represented by:

Robert Stephan, Sr.  
Tyonek Native Corporation Chairman  
PO Box 82072  
Tyonek, AK 99682  
[rstephan@gci.net](mailto:rstephan@gci.net)  
907-274-7125 facsimile  
907-3069149

Arthur Standifer  
Native Village of Tyonek President  
PO Box 82067  
Tyonek, AK 99682

Chairman Stephan shall serve as the named representative for purposes of 3 AAC 110.480.

## **II. TYONEK IS AN INTERESTED PARTY ELIGIBLE TO FILE A RESPONSE BRIEF**

Tyonek Native Corporation is an Alaska Native Corporation formed under the Alaska Native Claims Settlement Act of 1971. Tyonek is governed by a Board of nine Directors and management staff, who are accountable to a community of nearly 800 shareholders. The Native Village of Tyonek is governed by a Tribal Council comprised of nine elected tribal member residents. The Native Village of Tyonek has a population of approximately 130 people and is located only 40 air miles south of Anchorage, Alaska. The people of Tyonek recognize the Native Village of Tyonek as its local government.

Tyonek Native Corporation and the Native Village of Tyonek both are interested parties eligible to file a response. Similar to a native corporation, a native village also has the capacity to sue and be sued. See *State v. Aleut Corp.*, 541 P.2d 730, 735 (Alaska 1975) (Holding that the native villages of Squaw Harbor, Akutan, False Pass, Nelson Lagoon, and Chignik have “firm governmental structure[s] with identifiable officers” and “possess the requisite permanence to be held accountable for the proceeding, and hence have the capacity to sue.”).

### III. **BACKGROUND**

The Commission accepted the Petition for filing on December 30, 2016. The Petition requests approval for incorporation of a home rule city government in the organized Kenai Peninsula Borough (the “Borough”), which would become “the City of Nikiski.” The boundaries of the proposed area mirror the boundaries of the Nikiski Fire Service Area. This area encompasses approximately 5,480 square miles, including the Native Village of Tyonek. See the Petition, p. 7. After considering the informational sessions conducted by Petitioners, Tyonek files this response.

### IV. **ANALYSIS**

Tyonek opposes the Petition for numerous reasons, all of which stem from the inability for the proposed City of Nikiski to serve the best interests and the unique needs of Tyonek, its shareholders, tribal members, and residents. The statute governing the powers and duties of the Commission in reviewing a petition for incorporation mandate that the Commission deny petitions that do not meet the applicable standards. See AS 29.05.100(a); *Petitioners for Incorporation of City and Borough of Yakutat v. Local*

*Boundary Commission*, 900 P.2d 721 (Alaska 1995). The Petition unequivocally fails to meet the applicable standards and thus must be denied.

**A. The Petition Must Fail as Nikiski Does Not Comprise a Community**

Despite Petitioner's assertions to the contrary, Nikiski, with boundaries reaching across Cook Inlet and into the Native Village of Tyonek, does not comprise a community and thus is not eligible for incorporation. According to 13 AAC 110.005, a "[t]erritory proposed for incorporation as a city must encompass a community." The Commission presumes that a population fails to comprise a community when "public access to or the right to reside at the location of the population is restricted...." See 13 AAC 110.920(b)(1).

Both geographically and culturally, public access to or the right to reside in Tyonek is restricted. As expressly recognized by Petitioners, Tyonek is a closed community. See Petition, p. 12. Tyonek cannot be reached by road and is separated from the proposed city by Cook Inlet. Visitors and residents to Tyonek can only reach it by air, snow mobile (in winter) or by boat (in summer). While there are up to eight flights to Tyonek from Anchorage daily, no more than six flights are regularly offered between Kenai and Tyonek per week. A trip to Nikiski by land or water takes most well over an hour. Culturally, Tyonek highly values its autonomy and self-governance and has advocated for that right in court. See *Native Village of Tyonek v. Puckett*, 957 F.2d 631 (9<sup>th</sup> C.A. 1992). Access to Tyonek lands is granted only by permit. See Tyonek Exhibits in Support of Its Response to Nikiski Petition, Tyonek Native Corporation Use and Special Use Permit Applications ("Tyonek Exhibits"), Ex. 1; Tyonek Maps, Ex. 2. It

is clear and undisputed that access to and the right to reside in Tyonek is substantially restricted. Based upon this reality alone, the Petition cannot stand.

Presuming the Petition somehow survives despite including the restricted-access community of Tyonek, the Petition still fails to qualify as a community under the criteria set forth under law. In determining what constitutes a “community” for purposes of incorporation, the Commission may consider several factors, including whether:

- (1) settlement is inhabited by at least 25 permanent residents;
- (2) the permanent residents live in a geographical proximity that allows frequent personal contacts and interaction; and
- (3) the permanent residents at a location are a discrete and identifiable social unit, as indicated by such factors as resident public school enrollment, number of sources of employment, voter registration, precinct boundaries, permanency of dwelling units, and the number of commercial or industrial establishments, community services, and service centers.

13 AAC 110.920(a).

The Petition regales Nikiski as an area “engrained with strong industrial ties that define our way of life through the oil and gas supply and related processing unique to our area and economy.” Petition, p. 8. It emphasizes the bonds between the commercial fishermen and the industrial community, labeling the area as the “industrial center of the Kenai Peninsula Borough.” *Id*; Petitioner’s Brief, p. 4, Exhibit G to the Petition. The Petition creates an image of Nikiski:

[r]eminiscent of pioneer developments, every weekday morning at 7am at the Treehouse Restaurant in downtown Nikiski and Carla’s North Road Café in Salamatof, the local “boys” meet to talk weather, politics, gossip and play a few hands of Liar’s Poker.

Petitioner’s Brief, p. 4.

This image is foreign to Tyonek and demonstrates the divide between Tyonek and its neighbors across the Inlet. While petitioners gather at a local café, the people of Tyonek gather at the tribal center, a world and an Inlet away from Carla's North Road Café and the Nikiski boys.

Nikiski may be the "Industrial Center of the Borough," but Tyonek's identity is tied to the seasons, not oil and gas exploration. In the summer, Tyonek residents are likely beachcombing, setting their subsistence or commercial fishing nets, cutting their subsistence fish to be frozen, smoked, salted, jarred, and/or delivering fish to those that can't fish for themselves. The process, from the day a net is set to the final fish product, takes a few days, so most of the summer activity involves ensuring food is stored for the fall and winter months. Many families move to their fish camp to carry out their fishing activities. Fish camps are all south of Tyonek within about five miles of the village. People monitor their set net sites daily to ensure the tide doesn't carry away their running lines or buoys, and to monitor for bears. Tyonek residents are often culturally tied to Tyonek despite the difficulties of securing summer employment within its boundaries.

In fall, Tyonek families start moose hunting during the general hunt. Many families head out with children and elders alike to camp for about two weeks in a hunting area. The Tribe and school host a fall hunting camp with the middle and high school students for a week to teach hunting, survival, and safety skills while still doing some school work. A moose for one is a moose for all in Tyonek, with the meat shared among many family members. Fall is also the start of duck hunting season and is sometimes done in combination with moose hunting.

In addition to hunting, fall marks a gathering period for Tyonek residents. Berry picking takes front stage along with the gathering of wood, which is the main heat source for family homes.

Although Tyonek certainly aims to work collaboratively with its neighbors, it does so with respect for a culture and community that is not its own. It does not have the “geographic proximity” to the other Nikiski residents that affords frequent personal contacts and interaction and it in no way fits within petitioner’s “discrete and identifiable social unit.” By way of example:

1) Tyonek students attend school in Tyonek separate from the activities and curriculum of the other Borough District schools. After school, Tyonek’s youth rely upon the Boy and Girls Club services provided by the Borough through the Northern Peninsula Recreation Service Area. However, it is the Anchorage Boy and Girls Club that services Tyonek, not its Nikiski/Kenai counterpart. Tyonek Exhibits, Boys and Girls Club Documents, Ex. 3.

2) The entities doing business in Tyonek number seven, according to the Petition, as opposed to over 300 in Nikiski “at large.” Tyonek’s relationship with these commercial entities generally involves direct contracting for use and access to Tyonek lands. In essence, Tyonek maintains control and jurisdiction over its commercial relationships commiserate with private land ownership and management.

3) The Tyonek work force is limited to positions available in Tyonek as commuting via snow mobile in winter months, airplane, or vessel in the summer months presents a natural barrier to Tyonek’s participation in the Nikiski “job market.”

Despite claims by Petitioners that Nikiski encompasses Tyonek, Nikiski itself has historically operated distinct and outside of Tyonek. The Petition points to the Nikiski Community Action Plan as an example of its community identity. See Petition, p. 9. According to the 2012 Nikiski Community Action Plan, the Nikiski area doesn't encompass Tyonek at all. The Community Action Plan details its vision statement, history, culture, demographics, services, and mission, none of which were intended to apply to Tyonek. Instead, the Nikiski Community Action Plan includes only the unincorporated area of Nikiski located on Alaska's Kenai Peninsula, approximately nine miles north of the City of Kenai and the unincorporated area of Salamatof, a meager 69.6 square miles of land rather than the 5,480 square miles presented in the Petition. See Tyonek Exhibits, Nikiski Community Action Plan, Ex. 4.

Nikiski's efforts to create a single community must fail as a matter of law, culture, and reality.

**B. The Boundaries of the Proposed City Far Exceed Territory Comprising A Present Local Community Plus Reasonable Predictable Growth and Unjustifiably Includes Large Unpopulated Areas**

In addition to the Petition's improper boundaries and inclusion of areas that did not comprise a community, the Petition must also fail due to its excessive boundaries that exceed the Nikiski "community" and its common interests and envelope large unpopulated areas and incongruous areas of land without justification.

The boundaries of a proposed city may include only that territory "comprising a present local community, plus reasonably predictable growth, development, and public safety needs during the 10 years following the anticipated date of incorporation." Further, proposed city boundaries may not encompass "entire geographical regions or

large unpopulated areas,” except where such boundaries are justified by the regulations and are “otherwise suitable for city government.” See 13 AAC 110.040(b)(c). In furtherance of these limitations, the Alaska Legislature, the Alaska Court, and the Constitution of the State of Alaska all require that boundaries proposed in a petition comprise an area and population with “common interests to maximum degree possible.” See Const. Art. 10 §3; AS 29.05.100(a); *Petitioners for Incorporation of City and Borough of Yakutat v. Local Boundary Comm’n*, 900 P.2d 721 (Alaska 1995).

The far reaching boundaries proposed in the Petition in no way comply with the boundary restrictions and considerations required under law. Nikiski throws its boundary net with an eye towards economic interests and commercial gain rather than common culture and community. Nikiski, as its boundaries are proposed, has residents scattered across over 5,000 square miles, an area over three times the size of any existing city within the State of Alaska or any other state. Indeed, the City of Nikiski would be the first City in America to surpass Connecticut in square mileage.

In defense of its expansive boundaries, Nikiski argues that since this area was established as a fire service area in 1969 after a vote of the service area residents, the boundaries are necessarily appropriate for the incorporation of a home rule city. Nikiski Brief in Support of Its Petition, p. 21, Exhibit G to the Petition. Specifically, it argues that the service area has proven to be “effective, well managed, efficient and successful services.” Exhibit G, p. 22. This argument ignores the substantial and significant differences between emergency service management and local governance.

Put simply, the priorities of a fire service area or emergency service provider are, by their nature, apolitical. Generally, the service area dedicates resources in response

to needs rather than political influence. In other words, a fire in Tyonek will receive a response based upon the severity of the fire and the availability of resources to stop it, not on Tyonek's political clout and voter turn-out. The Nikiski governing body, as proposed, will include eight members elected from the Nikiski population "at large." The Petition, pp. 20-21. These Council members will presumably aim to serve their constituents and thus the desires and needs as assessed by the majority will dictate services and regulations, not objective emergency response. Accordingly, the success of a fire service area does not equate to the success or propriety of municipal boundaries. In this case, the fire service area far exceeds the appropriate or justified boundaries of the proposed City.

**C. The Municipal Services Offered by the Proposed City of Nikiski are Duplicative of Borough Governance, Are Not in the State of Alaska's Best Interest, and Are Unnecessary**

In addition to and directly resulting from Nikiski's lack of a cohesive community, the essential municipal services needed by Tyonek are most efficiently and effectively provided by the Borough. The incorporation of a home rule city to provide the same services provided by the Borough, without additional benefits to the territory served, exceeds the minimum amount of government needed, thereby directly violating the Alaska Constitution. Consequently, the Petition again fails to meet the criteria for incorporation.

Pursuant to AS 29.05.021(b), a "community within a borough may not incorporate as a city if the services to be provided by the proposed city can be provided on an areawide or nonareawide basis by the borough in which the proposed city is located, or by annexation to an existing city." Pursuant to 3 AAC 110.970(c), the Commission

determines the essential municipal services to “consist of those mandatory and discretionary powers and facilities that (1) are reasonably necessary to the community; (2) promote maximum, local self-government; and (3) cannot be provided more efficiently and more effectively by the creation or modification of some other political subdivision of the state....” Additionally, petitioners must demonstrate a need for the proposed city as required by AS 29.05.011(a)(5) and further defined in 3 AAC 110.010(a).

According to the Petition, the projected powers and functions of the proposed City of Nikiski include City administration, fire and emergency services, parks and recreation, senior services, city road development and maintenance, law enforcement services, planning and zoning, local economic development, taxation, local community development, capital improvement projects, and disaster planning and cooperative response with the Borough. See Petition, pp. 18-19. Despite this laundry list of services, Nikiski fails to identify any new services or improvement in existing services that will impact Tyonek. Instead, the Petition proposes transferring the duties and services from the Nikiski Fire Service Area, the North Peninsula Recreation Service Area and the Nikiski Seniors Service Area, as well as the assets and revenue of these areas, to Nikiski. Petition, p. 23; 25-42. Additionally, the Petition proposes to continue relying upon the Alaska State Troopers to provide police services to Tyonek and Nikiski “at large,” at least in the near future. Petition, p. 30.

In essence, the Petition proposes replacing one service provider, the Borough, with another, the City of Nikiski. Although Tyonek struggles to secure local services it needs to thrive and generally relies upon resources offered by the Tyonek Group to

meet its resident's needs, nothing in the Petition suggests Nikiski is better positioned or even more likely to provide essential services to Tyonek than the Borough. The Petition fails to offer Tyonek any benefit or service that it does not currently have. The Petition offers no local road maintenance to Tyonek since petitioner recognizes Tyonek substantially and primarily owns the land within its territory. Petition, p. 12. While the Petition exempts Tyonek from taxation for road services, Tyonek is currently exempt from taxation by the Borough as a matter of law. Similarly, while senior and recreational services provided by the Borough will be transferred to Nikiski, there is nothing suggesting such services will be expanded.

Despite minimal if any increases in local services as a result of Nikiski's incorporation, the imposition of a duplicative layer of municipal government could potentially have far-reaching negative impacts on Tyonek and the interests of the State. Article 10, Section 1 of the Constitution of the State of Alaska serves "to provide for maximum local self-government with a minimum of local government units, and to prevent duplication of tax-levying jurisdictions." Pursuant to 3 AAC 110.982, in determining whether a boundary change results in the minimum number of local government units as required by art. X, sec. 1 of the Alaska Constitution, the Commission will consider "whether incorporation of a new city is the only means by which residents of the territory can receive essential municipal services..." See 3 AAC 110.982. In determining whether incorporation serves the State of Alaska's best interests, the Commission will again consider whether incorporation "promotes the minimum number of local government units as determined under 3 AAC 110.982 and in accordance with art. X sec. 1 of the Constitution of the State of Alaska" as well as

whether the incorporation of the proposed city will relieve the state from its responsibility to provide local services. See 13 AAC 110.042. The Petition fails in all respects.

In the event the Petition is approved, Tyonek will become a territory within a home rule city within an organized borough, subjecting it to the greatest and most far reaching amount of local governance available under Alaska law. This multi-layered implementation of local government without increased services and representation directly violates the petition approval criteria.

According to Petitioners, Nikiski has every intention of further regulating land use and exercising its authority as a home rule municipality. Specifically and perhaps most disturbing, Nikiski intends to petition the Borough for delegation of planning, platting, and zoning authority under AS 29.35.250. See Petition, p. 19. Given that the Borough has readily delegated that authority to other cities within the Borough, Tyonek anticipates any request by Nikiski for such authority will be granted. See Kenai Peninsula Borough Code of Ordinances 21.01.020(a). As a result, there is a significant risk that Tyonek lands, which are currently subject to minimal zoning restrictions such as extraction permits and flood plain management provisions by the Borough, will be vulnerable to use and development restrictions over which Tyonek has no control, including but not limited to the creation of zoning districts, imposition of land use restrictions, and conditional use permit requirements. This lack of control is especially disturbing given the vast differences between the goals, needs, and interests of Tyonek and those of Nikiski.

Although Tyonek can only anticipate the ways in which Nikiski's incorporation and home rule governance will impact its residents, the Petition clearly demonstrates

that the petitioners see Tyonek as a community outside itself; An outside voice to be given deference but not outright inclusion. For example, Petitioners propose a city council elected "at large" with one member acting as a "liaison representative to the West Side and Tyonek, bringing their concerns and questions directly to the City of Nikiski Council." Petition, pp. 12-13. If Tyonek was truly a part of Nikiski, it would have a Council Member representing its interests directly, not serving as its liaison. While additional laws and regulations may be a benefit when offered to a cohesive community with common goals, the imposition of such laws and regulations to an outside community is dangerous and destabilizing.

#### **V. CONCLUSION**

For all of the reasons presented above, the Petition must fail, as a matter of law, policy, and equity. Accordingly, Tyonek respectfully requests that the Commission deny the Petition.

DATED this 8<sup>th</sup> day of March, 2017.

BIRCH HORTON BITTNER & CHEROT

By: 

Holly C. Wells, ABA #0511113

**TYONEK EXHIBITS IN SUPPORT  
OF ITS RESPONSE TO NIKISKI PETITION**

**RESPONDENT EXHIBITS**





## SPECIAL USE PERMIT APPLICATION

This permit application is for non-commercial use of TNC lands by shareholders, guests of The Native Village of Tyonek, and business affiliates of TNC. Commercial and general use of TNC lands by non-shareholders or non-business affiliates of TNC require that you fill out a Land Use Permit Application.

### 1. Access Type:

☐ **Land Access:**  
Access Through Only

☐ **Visitor Access:**  
For non-shareholders who  
are visiting Tyonek.

☐ **Recreational Use:**  
Hunting, Fishing, Camping,  
etc.

☐ **Other Uses:**  
Please Specify  
Below

**Other Uses:** \_\_\_\_\_

### 2. Applicant Information:

Applicant (Name/Org): \_\_\_\_\_

Address: \_\_\_\_\_

Phone#: \_\_\_\_\_ Cell#: \_\_\_\_\_

Fax#: \_\_\_\_\_ Email: \_\_\_\_\_

### 3. Proposed Land Use Dates:

From \_\_\_\_\_

To \_\_\_\_\_

☐ **Annual Use Permit:** Expires Dec. 31

**\*Please Note:** Annual use permits are only issued for the current year only starting on January 1<sup>st</sup> and ending December, 31<sup>st</sup> of the calendar year. Not all activities may be eligible for an annual use permit.

### 4. Area Description:

*\*Please provide the legal description or the location (i.e. Tribal Center, Community garden, etc.) of the area(s) of TNC lands you wish to access.*

\_\_\_\_\_  
\_\_\_\_\_

### 5. Proposed Activity:

*\*If visiting, please provide the name of the shareholder, resident, or business entity visiting.*

\_\_\_\_\_  
\_\_\_\_\_

### 6. Additional Applicants:

*\*Please list the names of all persons who are accessing Tyonek Native Corporations lands.*

_____	_____	_____
_____	_____	_____
_____	_____	_____

**\*Please note:** A post-activity report is requested following the permit period. The report is a description of the activity. If hunting, include the game type and number harvested. Include any other issues regarding land management that should be addressed by TNC. All land requests may be subject to stipulations.

By signing, applicant affirms that all information provided is true and correct. This application does NOT grant permission to access TNC land.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Return this form and all applicable documents to: TNC Lands Department • 1689 C Street, Suite 219, Anchorage, Alaska 99501  
Main (907) 272-0707 • Fax (907) 274-7125 • Email [lands@tyonek.com](mailto:lands@tyonek.com)



## LAND USE PERMIT APPLICATION

A **non-refundable** administrative and processing fee of \$200.00 is due upon the submission of application this fee does NOT guarantee a permit will be granted. **Additional fees may apply.** Make checks payable to: Tyonek Native Corporation

### 1. Access Type:

- ☐ **Land Access:**  
Access Through Only or  
Transporting of Materials,  
Equipment, & Fuel.
- ☐ **Land Use:**  
Commercial or Scientific Use  
and Commercial Guides and  
Outfitters.
- ☐ **Recreational Use:**  
Recreational Hunting,  
Trapping, Fishing, Camping,  
Hiking.
- ☐ **Other Uses:**  
Please Specify  
Below

Other Uses: \_\_\_\_\_

### 2. Game Harvest Type: (For Recreational and Commercial Hunters/Fishers)

- ☐ **Fishing:**
- ☐ **Moose/Caribou:**
- ☐ **Bear:**  
Brown / Black \*Circle One
- ☐ **Other:**  
Please Specify  
Below

### 3. Applicant Information:

Other Specify: \_\_\_\_\_

Applicant (Name/Org): \_\_\_\_\_

Address: \_\_\_\_\_

Phone#: \_\_\_\_\_ Cell#: \_\_\_\_\_

Fax#: \_\_\_\_\_ Email: \_\_\_\_\_

### 4. Proposed Land Use Dates:

From \_\_\_\_\_ To \_\_\_\_\_

### 5. Area Legal Description:

☒ **REQUIRED MAP**

Township(s) \_\_\_\_\_ Range(s) \_\_\_\_\_ Section(s) \_\_\_\_\_

### 6. Proposed Access Method: (Include vehicle license #, aircraft registration #, etc.)

\_\_\_\_\_  
\_\_\_\_\_

### 7. Please Provide The Following Applicable Documents:

- ☐ Plan of Operations Statement. \*Complete description of proposed activities.
- ☐ The names, addresses and telephone numbers of all employees, persons or individuals who will access TNC land.
- ☐ Proof of current insurance naming **Tyonek Native Corporation** as additional insured. \*Insurance rates vary depending on types of activities occurring on TNC land.
- ☐ Administrative fee of **\$200.00**

#### Commercial Hunting/Fishing Guides & Outfitters Required Documents:

- ☐ Current guide and transporter license.
- ☐ Brochures or current advertisements describing your activities.
- ☐ Authorization letter for the appropriate guide areas.
- ☐ Current rate/price sheet for your services.

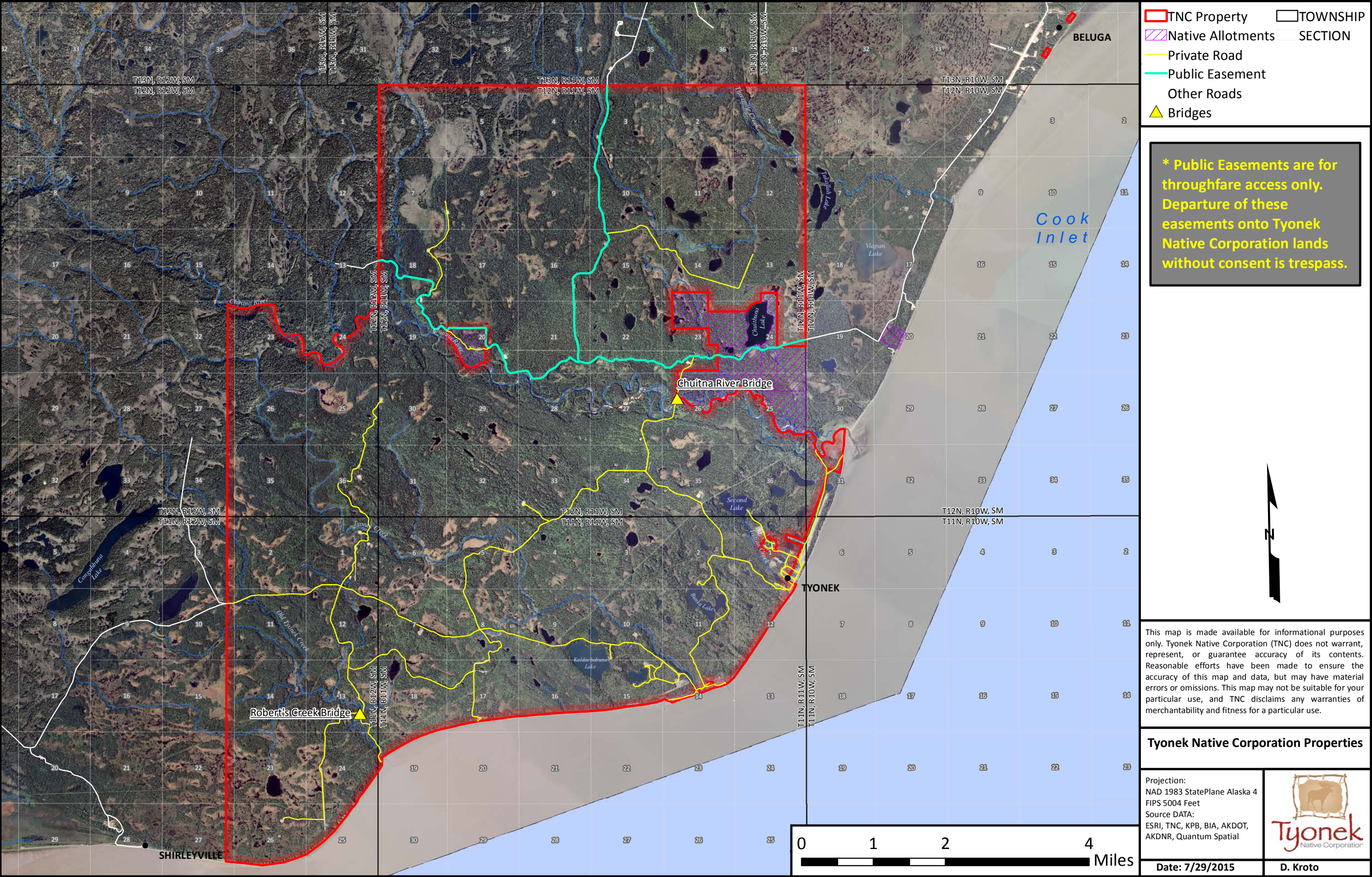
**\*Please note:** A post-activity written report is required no later than 30 days following the permit period. The report is a description of the activity. If hunting, include the game type and number harvested. Include any other issues regarding land management that should be addressed by TNC. Failure to provide all required documents will cause delays in permitting. All land requests will be subject to stipulations.

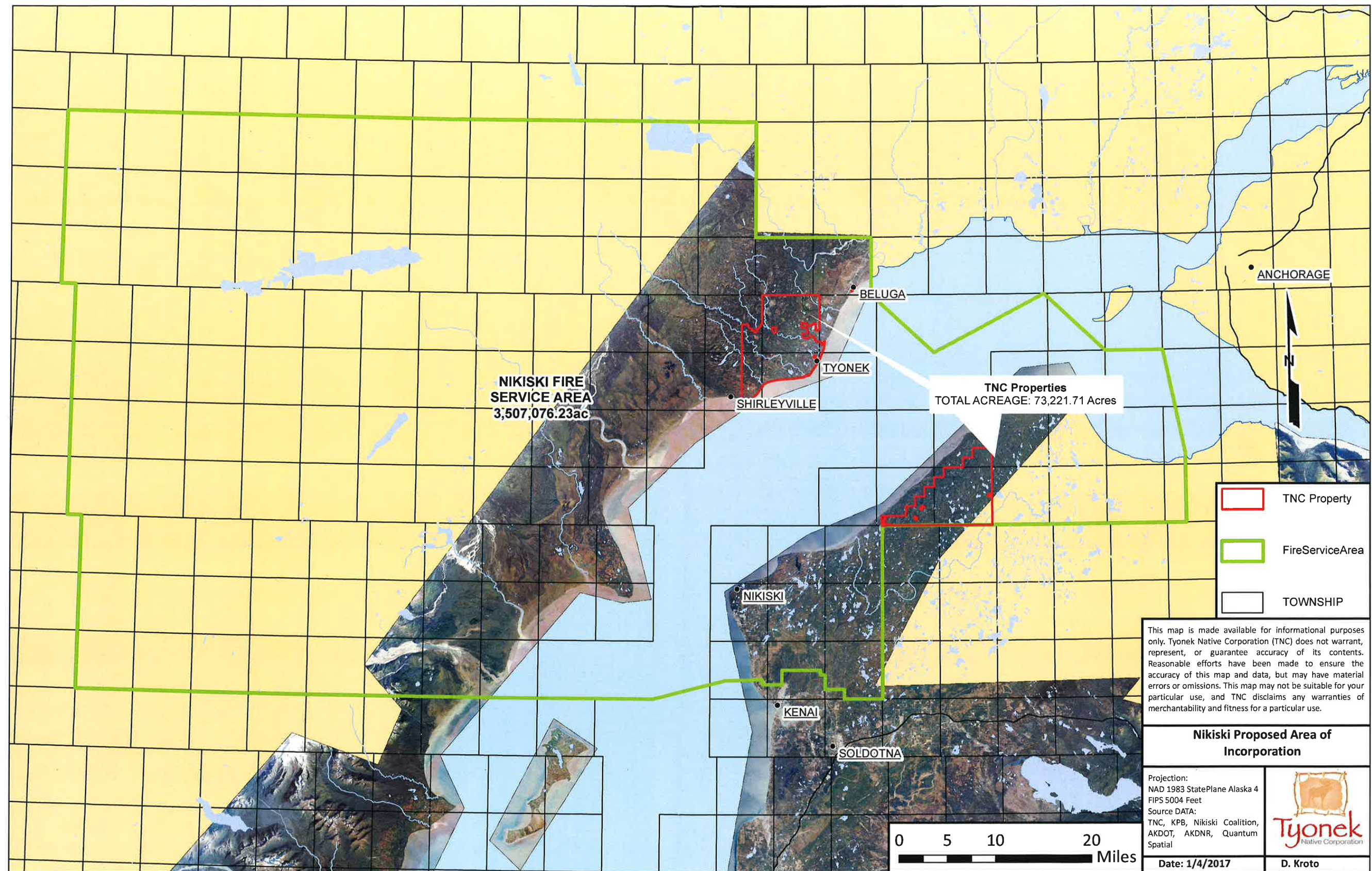
By signing, applicant affirms that all information provided is true and correct. This application does NOT grant permission to access TNC land.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Return this form and all applicable documents to: TNC Lands Department • 1689 C Street, Suite 219, Anchorage, Alaska 99501  
Main (907) 272-0707 • Fax (907) 274-7125 • Email [lands@tyonek.com](mailto:lands@tyonek.com)







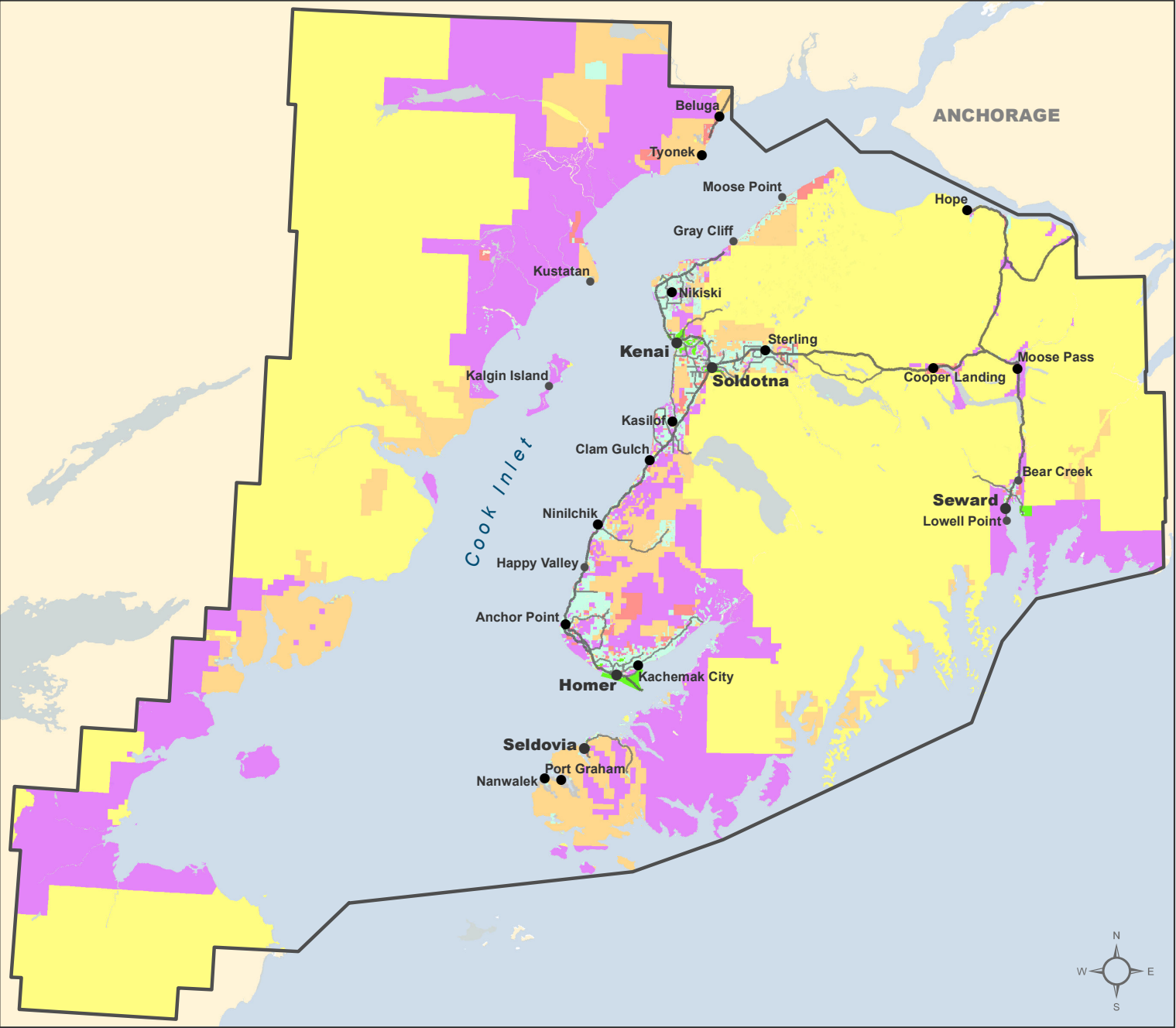
# Ownership Types

Map Date: 9/16/15

- Private
- Municipal
- Borough
- State
- Federal
- Native
- Native Allotment
- State Highway
- Major Road

0 5 10 Miles

The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map





# Nikiski Fire Service Area

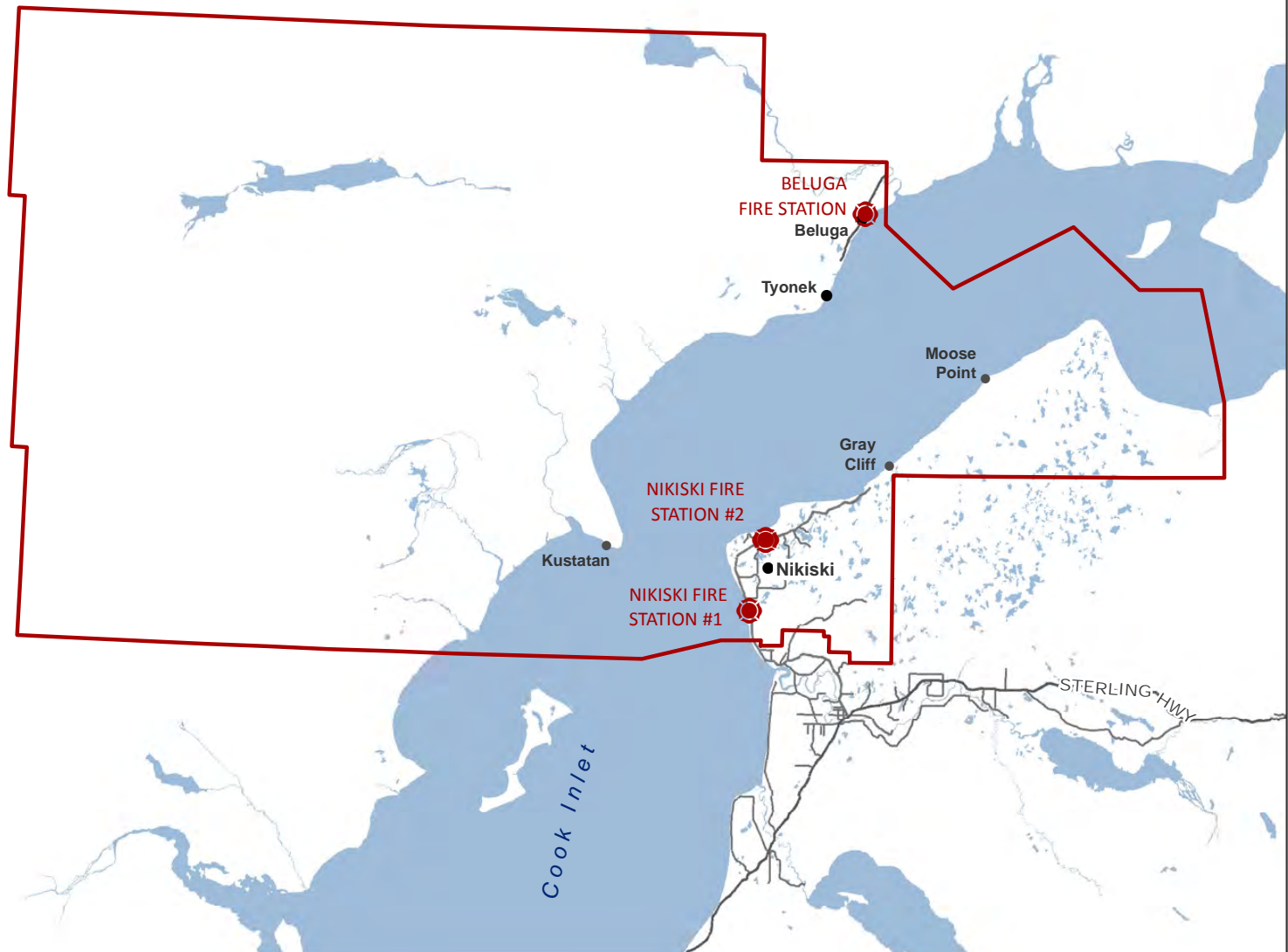
Map Date: 9/16/15

- State Highway
- Major Road
- Water



0 4 8 Miles

The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map



**MEMORANDUM**  
**KENAI PENINSULA BOROUGH**  
144 N. Binkley Street  
Soldotna, Alaska 99669

**TO:** Mike Navarre, Kenai Peninsula Borough Mayor

**THRU:** Risk Management  
Finance Department  
Purchasing Department  
Legal Department

**FROM:** Rachel Parra, NPRSA Director *RP*

**DATE:** August 4, 2016

**SUBJECT:** Routing for a renewal contract with the Boys and Girls Clubs of South Central Alaska to provide recreational services for the Village of Tyonek

The above referenced document is submitted for review and signature. This is a two year contract renewal with the Boys and Girls Club of South Central Alaska to provide recreational services for the Village of Tyonek. The NPRSA Board and KPB Assembly approved funding in the amount of \$14,000 in the FY17 budget. The second year of the contract is subject to the appropriation and availability of funds.

(1) NPRSA to Risk Management

*RP*

*8/4/16*

(2) Risk Management to Finance

*TB*

*8-6-16*

(3) Finance to Purchasing

*echp*

*8/10/2016*

(4) Purchasing to Legal

*CS*

*8/11/16*

(5) Legal to Mayor's Office

*AHC*

*8/12/16*

(6) Mayor to Clerk

*8/15/16*

*mn*

*Clerk: Please provide Legal and NPRSA with one copy of authorized agreement. Thank you.*

<b>FINANCE DEPARTMENT FUNDS VERIFIED</b>	
Acct. # <u>225.61110.00000.49011</u>	Amt <u>\$14,000.00</u>
By: <u>pre</u>	Date: <u>8/10/16</u>



## NORTH PENINSULA RECREATION SERVICE AREA

P.O. BOX 7116  
NIKISKI, ALASKA 99635  
(907) 776-8800, FAX: 776-5122  
WWW.NORTHPENREC.COM

### Memorandum

To: Mike Navarre, KPB Mayor  
Thru: Valentina Sustalta, KPB Purchasing and Contracting Director *V. Sustalta*  
From: Rachel M. Parra, NPRSA Director *RP*  
Date: 7/21/2016  
Re: Sole Source for Tyonek Recreation Services

The North Peninsula Recreation Service Area currently contracts the Boys & Girls Club of South Central Alaska (SCA) to provide for recreation services in the Village of Tyonek. The club provides staffing, supplies and programs for the clubhouse (youth center), sports and fitness activities, national development programs, after school programs, community outreach programs as well as cultural activities.

The B&G Club of SCA provides programs consistent with NPRSA goals and objectives, and has done so successfully for many years. NPRSA has an established relationship with the club (SCA) and would like to continue this successful partnership. B&G of SCA has the staffing and the means to provide recreation services to the Village of Tyonek, and in recent years, the club has hired a Manager of Native Partnerships, whom travels to the different villages to encourage and implement recreation programs as well as develop cultural and tribal activities. This individual has an established relationship with the village and has been a tremendous asset for Tyonek and the Service Area.

The Service Area's appropriation is approximately 30% of the B&G Club of SCA's total Tyonek recreation budget. The club secures additional funding through national chapter programs, federal grants, local foundation funding and legislative grant funding that collectively enable the recreation services to be provided.

North Peninsula Recreation Service Area is requesting authorization to re-new a two-year contract with the B&G Club of South Central Alaska for continued recreation services for the Village of Tyonek. The Service Area has appropriated \$14,000 in the FY17 budget for these services. At the term of the first year, the second year renewal will be subject to the appropriation and availability of funding.

For reasons outlined above please consider this memorandum as a sole source request to the Boys & Girls Club of South Central Alaska for recreation services for the Village of Tyonek. The total amount for FY17 is \$14,000.

☒ Approved

*Mike Navarre*  
Mike Navarre  
KPB Mayor

Date *7/25/16*

Finance Department	
Funds Verified	
\$14,000.00	
Acct #225.61110.00000.43011	
By <i>RP</i>	Date <i>7/22/16</i>

*RP*

**CONTRACT TO PROVIDE RECREATIONAL SERVICES  
FOR THE VILLAGE OF TYONEK**

This agreement ("the Agreement") is made this 4<sup>th</sup> day of August 2016, by and between the KENAI PENINSULA BOROUGH, an Alaska municipal corporation (the "Borough"), 144 North Binkley Street, Soldotna, Alaska 99669, for and on behalf of the NORTH PENINSULA RECREATION SERVICE AREA (the "Service Area"), and THE BOYS AND GIRLS CLUBS OF SOUTHCENTRAL ALASKA ("the Contractor").

WHEREAS, the Service Area requires the services of an entity to provide a recreation program in the Village of Tyonek, Alaska; and

WHEREAS, the Contractor is ready, willing, and able to provide such services to the Service Area;

NOW, THEREFORE, the parties mutually agree as follows:

1. The Contractor shall provide services to the Service Area as follows:
  - a. Provide a copy of the community recreation program plan ("the Program") to the Service Area Board of Directors ("the Board") for approval on or before September 1 of each year the contract is in force, beginning with September 1, 2016.
  - b. Administer and manage the Program during the term of this agreement.
  - c. Contact the Service Area Recreation Director either by phone or in person, at least once quarterly during the term of this Agreement to provide a status report on the success of the Program, to identify any deficiencies in the Program, and to answer any questions the Director might have.
  - d. Modify the Program as requested by the Director. If such modification will require an expenditure of money beyond the amount contemplated under the Program, the Contractor shall advise the Director before implementing the modification. If the modification is still required, the Service Area will be responsible for paying that additional expense.
  - e. Not modify the Program without the written consent of the Director or the Board's chairperson.
  - f. By July 30 of each year, submit a written report describing the prior year's program, including a description of how the plan was implemented and other related information requested by the Director.
2. The Contractor agrees to provide recreation program services, as described above in Section 1, to the Service Area in return for the sum of \$14,000 per year as complete compensation for expenses and services, payable on the first Borough vendor payday after approval of the Program by the Board. Expenses covered by these funds include:

those directly incurred for the Program, including operating supplies, telephone expenses, fuel for heating, recreational equipment, and other expenses as may be approved by the Director.

3. It is agreed and understood that Contractor is an independent contractor and not an employee of the Borough, the Service Area, or the Board. Contractor will not hire any employees without first providing proof to the Borough of compliance with the Alaska Worker's Compensation Act.
4. To the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the Borough and Service Area, their directors, officers, boards, agents, and employees from liability of any nature or kind, including costs and expenses, for or on account of any and all actions, claims, suits of any character whatsoever resulting from injuries or damages sustained by any person or persons or property, whether tangible or intangible, as a result of any error, omission, or negligent or criminal act of the Contractor relating to performance under this contract.
5. Insurance. Contractor shall provide the insurance coverage required by paragraphs 5(a) and (b), which shall be in acceptable form and for the amounts specified by the Kenai Peninsula Borough and the Service Area, or as required by law, whichever is greater. This insurance coverage shall be primary and exclusive of any other insurance carried by the Kenai Peninsula Borough or the Service Area, and shall remain in effect for the life of the Agreement.
  - a. Commercial general and automobile liability insurance shall be at least \$1,000,000 combined single limit bodily injury and property damage per occurrence.
  - b. Worker's Compensation and Employers Liability Insurance shall be provided for all employees of the Contractor and its subcontractors, to the extent required by Alaska State Statutes, who are performing work in connection with the Agreement. The insurance shall include a waiver of subrogation against the Kenai Peninsula Borough and the Service Area.
  - c. Certificates of Insurance, acceptable in form and content, for the coverages described in paragraphs (a) and (b) will be delivered to the Service Area at the address for notice stated in this Agreement, at or prior to presentation of the Agreement for execution by the Borough.
  - d. The Borough shall be named as an additional insured on the policies specified in paragraph (a) of this section for the work specified in this Agreement.
  - e. There shall be no cancellation or material change of the insurance coverage, or intent not to renew the insurance coverage as specified in this contract, without thirty (30) days' prior written notice to the Borough and Service Area. Notice of cancellation, material change in coverage, or intent not to renew will be delivered to the address designated in this Agreement.

- f. Upon renewal or change in insurance coverage during the contract, certificates of insurance shall be delivered to the address designated for notice in this Agreement.
  - g. The Borough and/or the Service Area, at their option, may purchase and maintain such insurance as will protect the Borough and/or the Service Area against property losses or liability claims which may arise in connection with operations under the Agreement. The purchase or protection of such insurance will not reduce or release the requirements for insurance stated in this Section 5.
6. This Agreement is not assignable without the written consent of both parties.
  7. This contract is the final and completely integrated Agreement between the parties. It may not be hereafter modified except upon the written consent of both parties.
  8. This Agreement shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed and prosecuted in the Third Judicial District Court at Kenai, Alaska.
  9. The term of this contract shall be from September 1, 2016, through August 31, 2018, subject to the appropriation and availability of funds.
  10. This Agreement may be terminated by the Borough at any time upon written notice to the Contractor, and all remaining money of the \$14,000 paid to the Contractor as provided in Section 2, and not yet expended prior to delivery of the notice of termination, shall be returned to the Borough within 14 days of such receipt.

THE BOYS AND GIRLS CLUBS  
OF SOUTHCENTRAL ALASKA

By: ALANA Humphrey  
Its: CEO  
Date: 8/4/16

KENAI PENINSULA BOROUGH

By: Mike Navarre  
Mike Navarre, Mayor  
Date: 8/15/2016

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



ATTEST:

Jenni Blankenship  
Jenni Blankenship  
Borough Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY BY:

Colette Thompson  
Colette Thompson Amy Fiske  
Assistant Borough Attorney

**MEMORANDUM**  
**KENAI PENINSULA BOROUGH**  
144 N. Binkley Street  
Soldotna, Alaska 99669

**TO:** Mike Navarre, Kenai Peninsula Borough Mayor

**THRU:** Risk Management  
Finance Department  
Purchasing Department  
Legal Department

**FROM:** Rachel Parra, NPRSA Director *RP*

**DATE:** August 5, 2014

**SUBJECT:** Routing for a renewal contract with The Boys and Girls Clubs of South Central Alaska to provide recreational services for the Village of Tyonek

The above referenced document is submitted for review and signature. This is a two year contract renewal with the Boys and Girls Club of South Central Alaska to provide recreational services for the Village of Tyonek. The NPRSA Board appropriated funding in the amount of \$14,000 in the FY15 budget. The second year of the contract is subject to the appropriation and availability of funds.

- (1) Risk Management to Finance
- (2) Finance to Purchasing
- (3) Purchasing to Legal
- (4) Legal to Mayor's Office
- (5) Mayor to Clerk

Date	Initials
8/7/14	<i>RP</i>
8/8/14	<i>RP</i>
8/12	<i>RP</i>
8/13/14	<i>RP</i>
8/18/14	<i>RP</i>

*Clerk: Please provide Legal and NPRSA with one copy of authorized agreement. Thank you.*

<b>FINANCE DEPARTMENT FUNDS VERIFIED</b>	
Acct. # 225.61110.00000.43011	Amt <sup>FY15</sup> 14,000.00
By: <i>RP</i>	Date: 8/8/14



## KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441

PHONE: (907) 262-4441 • FAX: (907) 262-1892

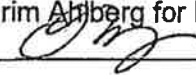
www.kpb.us

MIKE NAVARRE  
BOROUGH MAYOR

### MEMORANDUM

**TO:** Mike Navarre, Borough Mayor

**THRU:** Assistant Borough Attorney  
Finance Director  
Risk Manager

**FROM:** Brenda Pilgrim Ahlberg for NSSA  
Signature: 

**DATE:** August 31, 2015

**SUBJECT:** Routing for Contract for Services – Native Village of Tyonek (Senior Citizens Program Manager)

The above referenced document is submitted for review and signature as follows:

	Date	Initials
(1) NSSA to Risk Management	9/02/15	JB
(2) Risk Management to Finance	9/2/15	SB
(3) Finance to Legal	9/2/15	BA pcc
(4) Legal to Mayor's Office	9/3/15	GA
(5) Mayor's Office to Clerk's Office	9/3/15	mn
(6) Clerk to Brenda & Legal (sig. page(s) copies)	9/4/15	WR

#### FINANCE DEPARTMENT

FUNDS VERIFICATION  
\$ 25,000.00 (2416)

Acct. # 280.63190.0000.43011

By: 

Date: 9/2/15

## CONTRACT FOR SERVICES - SENIOR CITIZENS PROGRAM MANAGER

This agreement is made by and between the KENAI PENINSULA BOROUGH, an Alaska Municipal corporation (the "Borough"), 144 North Binkley Street, Soldotna, Alaska 99669, on behalf of the NIKISKI SENIOR SERVICE AREA (the "Service Area"), and the NATIVE VILLAGE OF TYONEK ("Contractor"), of P.O. Box 82009, Tyonek, Alaska 99682.

WHEREAS, the Service Area requires the services of a manager to provide certain services to senior citizens in the Village of Tyonek, Alaska; and

WHEREAS, the Contractor is ready, willing and able to provide such services to the Service Area;

NOW THEREFORE, in consideration of the mutual agreements contained herein and subject to the stated terms and conditions, the parties mutually agree:

1. Services: The Contractor agrees to and shall provide services to the Service Area as follows:

a. On or before March 15th, prepare and submit to the Service Area Board for approval an annual Tyonek senior citizens program plan, which shall include details for providing meals, transportation and entertainment services to senior citizens in Tyonek, and an accompanying annual budget. Senior citizens include people sixty years of age and older.

b. Upon approval of the senior citizens program plan by the Board, administer and manage the program; specifically:

(i) Administer the senior citizen activities according to the annual plan.

(ii) File a written report with the Service Area Board of each month's activities on or before the last business day of the following month (example: a report of September's activities should be submitted before October 31). The report should include a description of activities and services actually provided, an itemization of all expenditures showing the amounts spent and the balance remaining in the budget following such expenditures, and a description of any variations from the annual plan previously submitted. An explanation shall accompany any such variation. (Reference the KPB Narrative/Fiscal Report Template.)

(iii) Be responsible for ordering and maintaining equipment provided by or to the Service Area for the program, and maintain a current inventory of such equipment.

(iv) Account for any funds received in operating the program.

- c. During the life of this agreement, the Contractor shall at all times:
- (i) Ensure full compliance with all applicable local, state and federal laws and regulations, including without limitation labor laws, governing Contractor's operations, programs, services facilities and equipment.
  - (ii) Immediately notify the Service Area Board and Borough of any lawsuits or claims pending or filed against Contractor relating to Contractor's services pursuant to this agreement. Immediately notify the Service Area Board and Borough of any injuries occurring during programs operated by Contractor and of any damages to Service Area equipment.
  - (iii) Indemnify, defend and hold the Service Area Board and Borough harmless from any and all claims made and liabilities incurred, of any nature or kind whatsoever, as a result of Contractor's operations under this agreement.
  - (iv) Maintain and provide workers' compensation insurance coverage as required by Alaska law. Proof of such coverage shall be provided to the SAB or the Borough upon execution of this agreement and otherwise immediately upon request.
  - (v) Contractor covenants and agrees that at all times this agreement is in force it shall carry a minimum of five hundred thousand dollars (\$500,000) in commercial general liability insurance covering all premises used and services provided pursuant to this agreement, naming the Borough as an additional insured and loss payee on the policies, and requiring the insurer to provide the Borough with thirty days advance written notice of any pending cancellation or termination of such coverage. Contractor covenants and agrees that vehicles used to transport the senior citizens pursuant to this agreement are either U.S. Government vehicles with full liability coverage pursuant to applicable federal law, or are otherwise insured with liability coverage in an amount equal to at least \$50,000 per person. Contractor shall provide the Borough with adequate proof of all such coverage upon execution of this agreement. It is further agreed and understood that for any time that Contractor fails to maintain any insurance required in this contract, Contractor voluntarily and knowingly waives any claim to sovereign immunity as to any claim by the borough against Contractor arising out of this contract, and certifies that it has complied with all applicable requirements for waiving such immunity.

2. Compensation: The Contractor agrees to provide the services described herein to the Service Area in return for the sum of \$25,000 as complete compensation. Payments shall be made on a reimbursement basis, payable upon approval by the Service Area Board of each monthly narrative and fiscal report. Contract service provision will be verified by the Service Area Board and

with the Village President. It is agreed and understood that Contractor is an independent Contractor and NOT an employee of either the Borough or of the Service Area Board.

3. Additional Expenses: In the event that Contractor's expenses exceed budgeted amounts, for any reason whatsoever, neither the Borough nor the Service Area shall be liable for payment of additional funds to cover any such additional expenses.

4. Risk Management: Contractor shall use its best efforts to prevent unnecessary liability and injury to persons or property.

5. Term: This agreement becomes effective upon the last date of signing, and shall continue from year to year upon approval of each annual budget and the accompanying senior citizens program plan, and is subject to the appropriation and availability of funding. This agreement must be amended in writing and signed by both parties if the dollar amount allocated to the contractor changes. This agreement may be terminated by the Borough at any time upon written notice to the Contractor.

6. Not Assignable: This is a personal services contract which may not be assigned or performed by any other person or entity except Contractor without advance written approval from the Borough.

NATIVE VILLAGE OF TYONEK

  
By: Alfred Goozmer  
Title: President

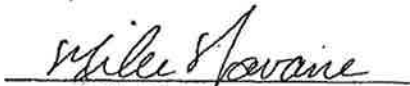
Dated: 8-17-15

ATTEST:

  
John Blankenship  
Borough Clerk

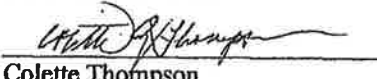


KENAI PENINSULA BOROUGH

  
By: Mike Navarre  
Title: Borough Mayor

Dated: 9/3/15

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY BY:

  
Colette Thompson  
Borough Attorney

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me on this 17 day of August, 2015, by Alfred Goozmer, President, for the Native Village of Tyonek, on behalf of the village.



Janelle L. Baker  
Notary Public for the State of Alaska  
My commission expires: 04/13/2019

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me on this 3rd day of September, 2015, by Mike Navarre, Mayor, for the Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.



Katle Ring  
Notary Public for the State of Alaska  
My commission expires: 9-20-15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alaska USA Insurance Brokers LLC P.O. Box 196530		<b>CONTACT NAME:</b> Michelle Farmer, CISR, CRIS <b>PHONE (A/C No. Ext.):</b> (907) 561-1250 <b>FAX (A/C No.):</b> (907) 561-4325 <b>E-MAIL ADDRESS:</b> m.farmer@alaskausainsurance.com	
<b>Anchorage AK 99519</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Native Village of Tyonek & NVT Industries, LLC PO Box 82009		<b>INSURER A:</b> Great Divide Insurance Co <b>INSURER B:</b> Foremost Insurance Company <b>INSURER C:</b> Alaska National-Assigned Risk <b>INSURER D:</b> Tokio Marine Specialty <b>INSURER E:</b> <b>INSURER F:</b>	
<b>Tyonek AK 99682</b>		<b>NAIC #</b> TIC PHYL	

COVERAGES CERTIFICATE NUMBER: 15/16 (3) MASTER REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	GC95840401	7/2/2015	7/2/2016	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY					PRODUCTS - COMPROP AGG \$ 2,000,000
	ANY AUTO					
	ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS		PA808375653	3/22/2015	3/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					BODILY INJURY (Per accident) \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident) \$
	DED <input type="checkbox"/> RETENTION \$					Medical payments \$ 5,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	15FWW08145	6/19/2015	6/19/2016	AGGREGATE \$
		N/A				
D	Employment Practices		P8D1047378	5/25/2015	5/25/2016	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> DTH-ER \$
	Employee Dishonesty					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						Aggr/Per Claim (\$5K Ded) 1,000,000
						Form A: (\$5,000 Ded) 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Tyonek Contract for Senior Citizens Program Manager - FY16 Compliance Notification. The Certificate Holder is an Additional Insured on the General Liability policy, but only with respect to work done by or on behalf of the Named Insured for the project referenced. Subject to policy terms, conditions & exclusions.

Certificate supercedes and replaces certificate issued previously.

## CERTIFICATE HOLDER

bahlberg@borough.kenai.ak.

Kenai Peninsula Borough  
144 North Binkley Street  
Soldotna, AK 99669-7520

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Farmer, CISR, CRIS/

ACORD 25 (2010/05)

INS025 12/01/05 01

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# Kenai Peninsula Borough

144 N. Binkley  
Soldotna, Alaska 99669-7599

BUSINESS: (907) 714-2197 or (907) 714-2175  
FAX: (907) 714-2376

## TAX COMPLIANCE CERTIFICATION

FILL IN ALL INFORMATION REQUESTED, SIGN AND DATE, AND SUBMIT WITH BID OR PROPOSAL

Reason for Certificate: Tyonek Senior Meal Prgm For (Dept.): Nikiski Senior Service Area  
Date Rec'd by Finance: \_\_\_\_\_ Business Name: Native Village of Tyonek  
Owner Name(s): Native Village of Tyonek a. Individual \_\_\_\_\_  
Business Mailing Address: POB 82009 Tyonek, AK 99682 b. Corporation X  
Telephone: 907-583-2111 Fax: 907-583-2442 c. Partnership \_\_\_\_\_  
E-mail: nvt\_admin@tyonek.net d. Other \_\_\_\_\_

As a business or individual, have you ever conducted business or owned real or personal property within the Kenai Peninsula Borough? Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes, please supply the following account numbers and sign below. If no, please sign below.)  
Kenai Peninsula Borough Code of Ordinances, Chapter 5.28.140, requires that businesses/individuals contracting to do business with the Kenai Peninsula Borough be in compliance with Borough tax provisions. No contract will be awarded to any individual or business who is found to be in violation of the Borough Code of Ordinances in the several areas of taxation.

### REAL/PERSONAL/BUSINESS PROPERTY ACCOUNTS

Number	Account Name
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

### TAX ACCOUNTS/STATUS

(TO BE COMPLETED BY BOROUGH PERSONNEL)  
YEAR LAST PAID BALANCE DUE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Craig C. Chyza  
Kenai Peninsula Borough Finance Dept (Signature Required)

9/2/2015 IN COMPLIANCE  
Date YES ☒ NO ☐

### SALES TAX ACCOUNTS

Number	Account Name
_____	_____
_____	_____
_____	_____

### TAX ACCOUNTS/STATUS

(TO BE COMPLETED BY BOROUGH PERSONNEL)  
FILED THRU M/Ps BALANCE DUE

_____	_____	_____
_____	_____	_____
_____	_____	_____

Craig C. Chyza  
Kenai Peninsula Borough Sales Tax (Signature Required)

9/2/2015 IN COMPLIANCE  
Date YES ☒ NO ☐

N/A

I, Al Goozmer, the President, hereby certify that, to the best of my knowledge, the above  
(Name of Applicant) (Title)  
Information is correct as of 09-01-15 Al Goozmer, President  
(Date) (Signature of Applicant - Required)

IF ANY BUSINESS IS CONDUCTED OR IS AWARDED A BID WITHIN THE KENAI PENINSULA BOROUGH YOU MUST BE REGISTERED TO COLLECT SALES TAX. THE SALES TAX DEPARTMENT CAN BE REACHED AT (907) 714-2175.

Revised 1/4/11

# COMMUNITY ACTION PLAN

## NIKISKI, ALASKA



## Piecing the Future Together

### Prepared by:

North Peninsula Community Council  
dba. Nikiski Community Council

May, 2001

Revised December 2012

<http://www.nikiskicc.com/>

**2001 Plan Formation Assisted by the U.S Department of Agriculture, Forest Service, Natural Resources Conservation Service, Kenai Peninsula Resource Conservation & Development District, Inc. Under the Economic Recovery Program of the 1990 Farm Bill Title 23, Subtitle G**

## **I. HISTORY & PURPOSE**

In May of 2000, interested North Peninsula residents met to discuss the possibility of revitalizing the North Peninsula Community Council (NPCC) which was formed in the mid 1990's in an effort to provide input and guidance to the Kenai Peninsula Borough on issues associated with the North Peninsula area.

Subsequent meetings of the NPCC defined the focus of the newly revitalized Council as providing community leadership and input into the development of a long-range community/economic development plan for the area. Existing NPCC By-laws were revised to reflect their new mission and the Council received their approved Alaska State Articles of Incorporation (Domestic Non-profit Corporation) in September of 2000.

In July of 2000, the NPCC and North Peninsula Chamber of Commerce successfully requested and secured financial assistance through the USDA Forest Service's Economic Recovery Program for the formation of a Nikiski Community Action Team and the subsequent development and preparation of a Community Action Plan.

In an effort to gather public input into the development of the Community Action Plan, the NPCC staffed an informational booth at the Nikiski Days "Fun in the Sun" community event and successfully distributed and completed 128 survey questionnaire's developed to gather information from the general public concerning North Peninsula issues, concerns, likes, and dislikes.

In addition to the "Fun in the Sun" survey, public input into the development of this plan was gathered at the North Peninsula Economic Outlook Forum which was held in March of 2001 and organized jointly by the NPCC, North Peninsula Chamber of Commerce, Economic Development District (EDD), Kenai Peninsula Borough Community & Economic Development Division (CEDD), and the Kenai Peninsula Resource Conservation and Development District (KPRC&D). The community sponsored event attracted over 60 local residents and provided a forum for citizens to discuss and prioritize community issues and opportunities.

In December of 2000, the NPCC utilized technical assistance from the KPRC&D to prepare an application to the Internal Revenue Service (IRS) to obtain their 501 (c)(3) non-profit status. In April of 2001, the IRS determined that the NPCC was exempt from federal income tax under section 501(a) of the Internal Revenue Code and granted the Council an advanced five-year ruling period. In August, 2005 the North Peninsula Community Council received IRS status as a 501(c)(3) not-for-profit corporation.

In November, 2012 this action plan was revisited and revised by concerned community members. The overall development and preparation of this Action Plan represents a commitment from within the community to establish goals and objectives and implement specific action items and projects related to the recovery and diversification of the economic base of Nikiski, Alaska.

## **II. GENERAL DESCRIPTION OF AREA**

### **Location & Climate:**

The unincorporated area of Nikiski is located on Alaska's Kenai Peninsula approximately nine miles north of the City of Kenai. The unincorporated area of Salamatof, also represented by the NPCC, is located immediately north of the city of Kenai and south of Nikiski. The two areas encompass 69.6 square miles of land. Winter temperatures range from 7 to 43 degrees F, with summer temperatures varying from 45 to 65 degrees F. Average annual precipitation is 22 inches. Average annual snowfall is 87 inches.

### **History, Culture, & Demographics:**

Traditionally in Kenaitze Indian territory, the area was homesteaded in the 1940's and grew with the discovery of oil on the Kenai Peninsula in 1957. By 1964, oil related industries located in the North Peninsula Area included Shell, Mobil, Exxon, Union Oil Company of California, Phillips 66, Chevron, and Tesoro. By 2012, most all of the original oil companies have sold out to smaller independent oil companies.

2012 data lists the population of the Nikiski area at 4,648. Alaskan Natives represent 7.72% of the population. Since 2000, the population has grown 6.26%. There are 1,689 households. The unemployment rate is 8.9% with anticipated job growth of 4%. The per capita income is \$26,452, and household income of \$61,291. The median home costs \$173,500.

### **Economy & Transportation:**

Nikiski is where numerous oil companies explore and produce crude oil and natural gas from both on-shore production facilities and off-shore production platforms. Tesoro operates a refinery processing Alaska oil into gasoline and jet fuel. Homer Electric Cooperative operates a natural gas-fired heat recovery steam electrical generator station, and recently purchased Bernice Lake Power Station. Timber, commercial and sport fishing, government, retail businesses and tourism related services also provide employment opportunities. Fifty-five residents currently hold commercial fishing permits. Numerous industrial and oil & gas service companies support the Nikiski area infrastructure with a diverse work force, including on-shore and off-shore services. Port Nikiski, aka OSK dock, services offshore drilling platforms and currently there are two private airstrips in the area. Arctic Slope Regional Corporation (ASRC) operates a shore-side berth/construction yard at the previously known Rig Tenders Dock. The Sterling Highway provides access to Anchorage and the nearby City of Kenai offers an airport and docking facilities.

Recent decommissioned industrial facilities include the Agrium ammonia-urea plants, which operated for approximately 45 years, and the British Petroleum gas-to-liquids test facility, which operated for approximately 8 years. With new discoveries of Cook Inlet

natural gas, or the terminus of an in-state gas pipeline these facilities and other new ventures can bring jobs to the community.

### **Public Facilities & Services:**

Private groups, the State of Alaska, and KPB-formed service areas organizations providing public services in the Nikiski area include the Nikiski Fire Department, Nikiski Senior Center, North Peninsula Recreation Service Area, and the North Peninsula Community Council. Nikiski is an unincorporated community and contains no official form of government. There are two schools in the North Peninsula area, the Nikiski Middle/Senior High School and the Nikiski-North Star Elementary school, attended by approximately 700 students. The Alaska Division of Parks and Outdoor Recreation own and manage the 3,460-acre Captain Cook State Recreation Area. The North Peninsula Recreation Service Area offers a variety of recreational opportunities at the indoor pool facility, outdoor hockey rink, cross-country trails, outdoor playground, ball fields, and recreation community center. The State of Alaska maintains a Department of Transportation Maintenance station for year-round operations.

### **III. NIKISKI VISION STATEMENT**

To assist in the development of a long-range vision statement, the NPCC, utilizing citizen responses obtained from their community survey, regular membership meetings, and action plan forums, developed the following list of positive attributes related to living in the North Peninsula Area:

1. Small town, rural atmosphere
2. Parks, swimming pool, & other recreational opportunities
3. Great schools and great teachers
4. High quality of life
5. Friendliness of the people
6. Community spirit
7. Lakes, scenery, & wildlife
8. Oil and gas industries
9. Fishing industries
10. Services areas including fire protection, senior centers/housing, and recreation
11. Quality small businesses
12. Churches who care and provide for the needy

*The organization's mission statement:* Building a better community for tomorrow by pulling together for a clean community, strong families, job opportunities, better roads, a safe community, development, and wise use of local resources.

The Corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code. The purpose(s) of the Corporation is to:

1. Promote, maintain and enhance a well balanced quality of life for all citizens recognized, but not limited to those that reside in the boundaries outlined in Article 2 in the Bylaws.
2. Plan and implement community based programs and activities that will assist in the direction outlined in Article 3 (A) in the Bylaws.
3. Improve and encourage communication between the citizens (outlined in Article 2) and local, state, and federal units of government
4. Support and encourage community involvement in civic matters in the area as outlined in Article 2.

#### **IV. COMMUNITY ISSUES AND CONCERNS**

The NPCC identified various community related issues and concerns through the responses received from the 2000 Nikiski Days "Fun in the Sun" survey questionnaire. Information received from the 128 completed questionnaires indicated the following top ten community concerns:

1. Lack of road service/maintenance and poor road conditions
2. Abandoned vehicles and buildings
3. Crime and drug problems
4. Lack of trash and litter clean-up
5. Lack of activities for children and young adults
6. Lack of police protection
7. Chemical plant pollution and other possible dangers
8. Undeserved North Peninsula Area reputation
9. Lack of a strong business community
10. Lack of basic services

During the March 2001 North Peninsula Economic Outlook Forum the NPCC facilitated a visioning exercise where participants were asked the question "What is the North Peninsula Area Like in the Year 2010?" Of the approximately 70 responses received during the brainstorming session, the forum attendees were then asked to prioritize and select their top three response items. The following specific issues/opportunities were identified as high priority items by the 60 forum participants:

1. Gas pipeline development
2. Removal of abandoned buildings and vehicles
3. Deep water port development
4. Preserve the area's lifestyle

The November, 2012 action plan forum prompted the participants to respond to "What bugs you about Nikiski?", and generated the following list of answers similar to prior years' responses.

1. Unsightly junk cars, abandoned buildings, trash sites with old appliances
2. Unseen level of poverty
3. The independent spirit produces no accomplishments

4. There is a bad reputation associated with Nikiski “North Roaders”
5. Lack of law enforcement, slow emergency response times
6. Community drug problems
7. Lack of bike paths
8. Narrow roads, dangerous intersections, no turning lanes
9. Concerns for groundwater safety and ADEC contamination enforcement
10. Needs for family-orientated outdoor recreation sites
11. Land zoning concerns

## **V. COMMUNITY GOALS, OBJECTIVES, AND ACTION ITEMS**

Based on public input (survey results, planning forum, & monthly meetings), the following goals, objectives, and specific action items have been established by the NPCC to promote community development and strengthen economic recovery and diversification of the North Peninsula Area. It should be noted that the following list has not been prioritized. Project prioritization will occur as annual project plans are prepared and submitted to potential funding sources.

### **GOAL A: PROMOTE THE CLEAN-UP AND BEAUTIFICATION OF THE NORTH PENINSULA AREA**

**Objective 1 - Coordinate activities, strengthen existing efforts, and develop new and innovative approaches for community beautification.**

#### **Action Items:**

- 1) Establish a North Peninsula Beautification Program that includes awards, rewards, incentives, etc., to promote community beautification awareness. Elements of the program to include:
  - a) Nikiski Winter Night Lights award program
  - b) Summer garden/curb appeal award program
  - c) Annual community clean-up events, to include focus areas.
  - d) Promote the use of fences, murals, natural vegetation, and other innovative methods for beautification efforts
- 2) Establish and fund a junk vehicle program that support resident efforts to properly dispose of decommissioned and unwanted vehicles. Elements of the program to include:
  - a. A system for residents to identify vehicles for removal and disposal
  - b) Investigate and collaborate with the Kenai Peninsula Borough (KPB) and local businesses for the collection, transport, decontamination, and metal scrap recycling of vehicles.
  - c) Work with local State and KPB authorities for the collection of abandoned vehicles in road and public right-of-ways.
- 3) Investigate and develop the program elements for the collection and disposal of appliances.

- 4) Investigate and develop options for personal building property demolition and disposal.
- 5) Explore zoning, property tax incentives, and/or other local ordinance options related to the reduction of abandoned vehicles, appliances, and buildings, and beautification improvement efforts
- 6) Promote the enforcement of existing laws and regulations with respect to abandoned vehicles, appliances, and buildings

## **GOAL B: PROTECT, PRESERVE, AND ENHANCE THE QUALITY OF LIFE FOR THE NORTH PENINSULA AREA**

### **Objective 1 - Facilitate the completion of local community facility expansion, construction, and renovation projects.**

#### **Action Items:**

- 1) Endorse the development of the North Peninsula Recreation Community Center as an emergency response shelter.
- 2) Endorse the expansion of the Nikiski Senior Housing Center to meet growing needs of the community.

### **Objective 2 - Develop recreational facilities in a manner that protects and preserves the area's scenic resources and rural life style.**

#### **Action Items:**

- 1) Seek appropriate funding sources to plan, design, and construct an all-season North Peninsula multi-purpose trail system
- 2) Encourage the Alaska Division of Parks and Outdoor Recreation to implement improvements to the Captain Cook State Recreation Area (Stormy Lake swimming beach, Swanson River boardwalks or platforms, etc.)
- 3) Expand the areas recreational potential by promoting the development of winter recreational activities including snowmachining and x-country skiing (community events/races, etc.)
- 4) Explore opportunities for the development of visitor friendly facilities and amenities, including the development of family campgrounds, a North Peninsula Visitor Center, area recreational maps, visitor signage, recreational vehicle dump station, etc.
- 5) Seek property and funding for an Inlet public viewing park that has beach access.

### **Objective 3 - Expand the area's educational opportunities.**

#### **Action Items:**

- 1) Work with the Kenai Peninsula School District and area industry and small business leaders to explore alternatives for the implementation of a local work force development youth oriented training program
- 2) Investigate opportunities for a public computer education center.

### **GOAL C: PROMOTE THE MAINTENANCE, IMPROVEMENT, AND EXPANSION OF THE NORTH PENINSULA AREA TRANSPORTATION NETWORK**

#### **Objective 1 - Develop a long-term plan for residential and industrial traffic patterns, highway improvements, and potential new highway corridors identified in the 2003 Nikiski Road Traffic Study.**

#### **Action Items:**

- 1) Work with the Alaska Department of Transportation and Public Facilities (DOT&PF) for maintaining hazard-free roads and establishing a network call system for reporting and eliminating road hazards
- 2) Promote the desired traffic routes for industrial and residential users and traffic study recommendations for the existing road system
- 3) Promote a pedestrian path system adjacent to the existing roadways

### **GOAL D: SUPPORT AND PROMOTE COMMUNITY DEVELOPMENT RELATED PROJECTS THAT PROVIDE DIRECT ECONOMIC BENEFITS TO THE RESIDENTS OF THE NORTH PENINSULA AREA**

#### **Objective 1 - Promote the North Peninsula Area as the terminus for the proposed natural gas pipeline project.**

#### **Action Items:**

- 1) Work with the Kenai Peninsula Borough for establishing a corridor through the community for the proposed North Slope natural gas pipeline project
- 2) Identify potential industrial quality sites for construction of a North Slope natural gas liquification plant
- 3) Educate the community on the social, economic, and environmental impacts associated with the construction and operation of a North Slope natural gas plant

**Objective 2 - Explore the development of a deep water port/cargo hub facility in the North Peninsula Area.**

**Action Items:**

- 1) Determine community and political support for deep water port project
- 2) Identify possible deep water port and support facility sites for construction of an international container ship terminal
- 3) Educate the community on the social, economic, and environmental impacts associated with the construction and operation of a deep water port capable of handling international cargo and cruise ship operations

**Objective 3 - Support and promote small business development and expansion in the North Peninsula Area.**

**Action Items:**

- 1) Explore the development of new value-added timber products and industries utilizing the area's beetle kill spruce (particleboard, furniture, etc.)
- 2) Explore opportunities for value-added specialty seafood production

**Objective 4 - Support and promote tidal power in the North Peninsula Area.**

**Action Items:**

- 1) Identify tidal power infrastructure needs
- 2) Support tidal power concepts

**GOAL E: PROMOTE THE SAFETY AND HEALTH OF THE AREA'S RESIDENTS**

**Objective 1 – Increase law enforcement presence in the North Peninsula area.**

**Action Items:**

- 1) Explore alternatives with the Alaska Department of Public Safety to increase law enforcement presence in the North Peninsula area
  - a) Investigate options for a trooper office in Nikiski
- 2) Promote funding and pursue the presence of School Resource Officers (SRO) at the Nikiski Middle/High school as a way to improve safety and improved response times.

- 3) Promote implementation of a public safety program utilizing community watch programs

## **Objective 2 – Develop long-term options for promoting safety and health**

### **Action Items:**

1. Promote the implementation of medical, dental, and vision services in the North Peninsula Area
2. Develop a land use plan that identifies heavy industrial land use corridors

## **VI. FUTURE COMMUNITY/ECONOMIC DEVELOPMENT STRATEGIES**

The NPCC will utilize this long-term Action Plan to seek and secure future sources of local, state, federal and private foundation technical and financial assistance to promote community development and to foster the recovery and diversification of the economic base of the North Peninsula Area.

It is the intent of the NPCC to meet on a regular basis to review potential action items outlined in this plan and develop, where appropriate, project cost estimates and funding applications to meet the goals and objectives as stated. Continued assistance to the NPCC in the implementation of specific action items outlined in this plan will be provided by those resources available to the NPCC.